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Defendant in Pro Per
(indicate Plaintiff or Defendant)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HFC ACCEPTANCE, LLC ,
Plaintiff,
vs.
AEZ Rent A Car LLC, et. al.
Defendant(s).

Case No.: 2:23-cv-07744

MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
OF MOTION TO COMPEL ARBITRATION
VACATE DEFAULTS, STAY
ACTION, AND SANCTIONS

Hearing Date: January 6, 2024

Hearing Time: 8:30am

Judge: George H. Wu

(Judge's name)

Place: Courtroom 9D

(courtroom number)

I. INTRODUCTION

(Include a brief statement of the facts and the procedure in the case that are relevant to this motion.)

On or about October 6, 2022, Plaintiff and Defendants entered into a Master Fleet Finance Agreement and related documents, that Plaintiff now alleges is in default. The Master Fleet Agreement contains an arbitration clause that Plaintiff flagrantly disregarded when it frivolously commenced this action. The arbitration clause is set forth in Paragraph 13 of the Master Fleet Finance Agreement which is attached to the Complaint as Exhibit 1. Since this action should have never been filed in this court due to the arbitration clause, the same should be stayed, the matter compelled to arbitration, the defaults entered should be vacated, and Plaintiff should be sanctioned because this action is frivolous in light of the arbitration clause.

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II. ARGUMENT

POINT I

THIS MATTER SHOULD BE COMPELLED TO ARBITRATION, THE DEFAULTS VACATED, THE MATTER SHOULD BE STAYED (PENDING THE ARBITRATION), AND PLAINTIFF SHOULD BE SANCTIONED FOR FRIVOLOUSLY FILING THIS ACTION WHEN IT WAS WELL AWARE OF THE ARBITRATION CLAUSE IN THE MASTER FLEET FINANCE AGREEMENT (SEE EXHIBIT 1 PAR 13 ATTACHED TO THE COMPLAINT)

In cases governed by the Federal Arbitration Act (FAA) of 1947, federal courts are empowered to compel arbitration and to stay actions arising out of disputes that are subject to an arbitration agreement. 9 USC sec. 3. A party aggrieved by another party's failure to submit a dispute to arbitration may petition a district court for an order compelling arbitration. 9 USC sec. 4. "The Court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not an issue, the court shall make an order directing the parties to proceed to arbitration. 9 USC 4. Further, the Court should then stay all arbitrable claims. 9 USC sec. 3. Upon being satisfied that the suit or proceeding is referable to arbitration under such an agreement, [the court] shall on application of one of the parties, stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement . . . "

1 Par. 13 of the Master Fleet Finance Agreement (See Complaint Ex. 1) expressly
2 provides "Arbitration of Disputes and Waiver of Jury Trial. Any disputes arising
3 between Creditor and Debtor regarding this agreement, the personal guarantee
4 or any purchase order financed under this agreement fees charged or shall be
5 resolved by binding arbitration." Plaintiff flagrantly and frivolously disregarded
6 disregarded this provision of its own agreement and wrongfully filed this action.
7 Accordingly, the disputes presented in this case should be referred to arbitration,
8 the defaults wrongfully entered should be vacated, the matter should be stayed,
9 and Plaintiff should be sanctioned for its frivolous conduct in filing this action.

III. CONCLUSION

For the reasons stated above, this Court should compel arbitration,
vacate the defaults, stay the action (pending the arbitration) and sanction Plaintiff
for frivolously bringing this action in light of the arbitration clause in the Master
Fleet Finance Agreement.

Dated: November 21, 2024

Sign: Yitzchok Birnhack

Print Name: Yitzchok Birnhack

Defendant in pro per

(indicate Plaintiff or Defendant)